

Participation, Indemnification and Assumption of Risk Agreement

Town of Newburgh Programs, Participant under the Age of 18

Participant Name (Required): _____

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to person contact. It is believed that an individual can be infected with COVID-19 without their knowledge and be asymptomatic. The Town of Newburgh (the "Town") has created new protocols and put in place preventative measures to reduce the spread of COVID-19 but the pandemic circumstances require that anyone and everyone related to and coming into contact with participants in the Town's recreation programs assume personal responsibility for the risks of participation. The Town cannot guarantee that you, your family, or friends will not become exposed to or infected with COVID-19, or that if infected, that you will not pass COVID-19 to others. Attending any program hosted or sponsored by the Town may increase your risk of contracting COVID-19 or other communicable diseases, and consequently the risk that you, your family, your friends and other people may contract COVID-19 (or other communicable diseases).

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In consideration of the above named minor being allowed to participate in any way in a Town program, I acknowledge that I have carefully read this document and fully understand that it includes a waiver and an indemnification for liability, and that by signing it I am waiving, releasing and discharging my own rights and agreeing to protect the Town from liability for certain risks associated with the participation.

I further acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that by attending and participating in a Town program the minor and I, my other family members, friends and others, may be exposed to or infected by COVID-19 (and/or other communicable diseases) , and that such exposure and/or infection may result in personal injury, illness, permanent disability, and death.

I understand that the risk of becoming exposed to or infected by COVID-19 (or other communicable diseases) at, during or related to a Town program may result either from COVID-19 (or another communicable disease) itself and the inability of any action or series of actions to entirely prevent exposure to, transmission of, or infection by COVID-19, or may result from the actions, omissions, or negligence of the Town's elected officials, employees, volunteers, the minor, myself, my family members, or others, including, but not limited to other program participants and their families.

I VOLUNTARILY AGREE to assume all risks related to the minor's participation in the Town's program, whether described in this document, otherwise known or unknown, and accept sole responsibility for any injury to the minor, myself, family members, friends and others, which injury may include, but not be limited to, personal injury, illness, disability, or death, as well as any damages, losses, claims, liabilities, or expenses of any kind arising from or related in any way to COVID-19 (or any other communicable disease) and the minor's participation in a Town program (the "Claims"), and the actions, omissions, or negligence of the Town's elected officials, employees, and volunteers.

Participation, Indemnification and Assumption of the Risk Agreement Relating to Coronavirus/COVID-19

Further, on my own behalf, and on behalf of my spouse, other adult family members, friends, participants in the program and any of my or their heirs, executors, administrators, personal representatives, successors and assigns, I hereby release, covenant not to sue, forever discharge the Town to the fullest extent permitted by law, and I additionally agree to indemnify, defend and hold harmless the Town and its elected officials, employees, agents, volunteers and representatives, of and from the Claims and any associated demands and causes of action.

I acknowledge that I've had the opportunity to consult with an attorney prior to executing this release and waiver, that I have carefully read and fully understand all of its provisions, and that I execute this waiver and release agreement voluntarily and of my free will.

I promise not to institute any charge, complaint, or lawsuit to challenge the validity of this agreement and the release it contains or the circumstances surrounding its execution; in such case, the Town (and its elected officials, employees, agents, volunteers and representatives) shall be entitled to recover all of their attorneys' fees and expenses from me regardless of the result.

All faxed, emailed, PDF or electronic signatures affirming this Agreement constitute an original signature.

I HAVE READ THIS PARTICIPATION, INDEMNIFICATION AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

I hereby certify that I am the parent/guardian of this minor and that I have legal responsibility and the right to allow the minor to participate in the program

Please contact the Recreation office for how to proceed if you have any additional questions.

Signature of Parent or Guardian (Required): _____

Printed name of parent or guardian: _____

Date: _____

Photo ID: _____